

Solicitation 10060-S

HIGH VOLTAGE ELECTRICAL SERVICES

Maricopa County

## Bid 10060-S HIGH VOLTAGE ELECTRICAL SERVICES

Bid Number 10060-S  
Bid Title HIGH VOLTAGE ELECTRICAL SERVICES

Bid Start Date Jul 8, 2010 3:57:48 PM MST  
Bid End Date Aug 17, 2010 2:00:00 PM MST

Bid Contact Paul Aguilar  
Procurement Consultant  
602-506-3248  
aguilarp001@mail.maricopa.gov

Contract Duration 3 years  
Contract Renewal 3 annual renewals  
Prices Good for 150 days  
Pre-Bid Conference Aug 3, 2010 2:00:00 PM MST  
**Attendance is mandatory**  
Location: THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT 2:00 PM ON AUGUST 3RD 2010 AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT FREEDOM ROOM, 401 WEST JEFFERSON STREET, PHOENIX, ARIZONA 85003

Bid Comments \*\*\*Please See Attached Solicitation Document for Instructions on Submitting Bid.\*\*\*  
  
FAILURE TO REVIEW ANY ADDENDA DOES NOT NEGATE YOUR INITIAL OFFER AND HOLDS THE RESPONDENT RESPONSIBLE FOR ANY CHANGES PRIOR TO BID CLOSING.  
  
All responses shall be submitted electronically to BidSync.com prior to the bid closing.  
  
Required Submittals:  
  
4.4.1 Attachments A, B, and C shall be submitted via web form available at BidSync.com  
  
4.4.1.1 Attachment A (PRICING)- Webform  
  
4.4.1.2 Attachment B (AGREEMENT) - Webform  
  
4.4.1.3 Attachment C (REFERENCES) - Webform  
  
4.4.1.4 Other documents as required: (Refer to section 2.15)  
Added on Aug 5, 2010:  
See changes to Section 1.0, Group 1 and \*\* footnotes.  
  
Deletion of certain line items on Attachment A, Pricing Page.  
Added on Aug 5, 2010:  
See change to Section 2.3  
Added on Aug 5, 2010:  
See change to Section 4.5.5

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Changes made on Aug 5, 2010 9:41:36 AM MST

New Documents

10060-Solicitation  
Addendum 1.doc

Removed Documents

10060-  
Solicitation.doc

## Addendum to Lot "Group 1 Services"

Previous Description	Transformers:	New Description	Transformers:
	-Addition and/or removal of oil		-Addition and/or removal of oil
	-Perform double test		-Perform Hypot testing
	-Perform Turn To Ratio test (TTR)		-Perform Mega-ohm testing
	-Oil analysis/testing		-Relay and Circuit Breaker testing
	-Perform Hypot testing		-Substations, maintenance and repair
	-Perform Mega-ohm testing		
	-On-site gasket fabrication		
	-Relay and Circuit Breaker testing		
	-Switchgear		
	repair/replacement/testing		
	-Substations, maintenance and repair		

## Addendum to Lot "Materials "

Previous Name	Materials and other Labor	New Name	Materials
Previous Description	Materials and other Labor	New Description	Materials

Changes were made to the following items:

[Labor, for services outside scope of this contract](#)

Changes made on Aug 5, 2010 10:53:42 AM MST

New Documents	10060-Solicitation Addendum 1.doc
Removed Documents	10060-Solicitation Addendum 1.doc

Changes made on Aug 5, 2010 12:33:35 PM MST

New Documents	10060-Solicitation Addendum 08-05-10.doc
Removed Documents	10060-Solicitation Addendum 1.doc

## Item Response Form

Item	10060-S-1-01 - Group 1 Services: General Foreman
Lot Description	Transformers: -Addition and/or removal of oil -Perform Hypot testing -Perform Mega-ohm testing -Relay and Circuit Breaker testing -Substations, maintenance and repair

	Business Hours	After Hours	Weekends/Holidays
General Foreman			

Delivery Location Maricopa County  
No Location Specified

Qty 1

Description  
General Foreman

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Item 10060-S-1-02 - Group 1 Services: Foreman

Transformers:

Lot Description -Addition and/or removal of oil  
-Perform Hypot testing  
-Perform Mega-ohm testing  
-Relay and Circuit Breaker testing  
-Substations, maintenance and repair

	Business Hours	After Hours	Weekends/Holidays
Foreman			

Delivery Location Maricopa County  
No Location Specified

Qty 1

Description  
Foreman

---

Item 10060-S-1-03 - Group 1 Services: Lineman

Transformers:

Lot Description -Addition and/or removal of oil  
-Perform Hypot testing  
-Perform Mega-ohm testing  
-Relay and Circuit Breaker testing  
-Substations, maintenance and repair

	Business Hours	After Hours	Weekends/Holidays
Lineman			

Delivery Location Maricopa County  
No Location Specified

Qty 1

Description  
Lineman

---

Item 10060-S-1-04 - Group 1 Services: Cable Splicer

Transformers:

Lot Description -Addition and/or removal of oil  
-Perform Hypot testing  
-Perform Mega-ohm testing  
-Relay and Circuit Breaker testing  
-Substations, maintenance and repair

	Business Hours	After Hours	Weekends/Holidays
Cable Splicer			

Delivery Location Maricopa County  
No Location Specified

Qty 1

Description  
 Cable Splicer

Item 10060-S-1-05 - Group 1 Services: Journeyman Electrician

Transformers:  
 -Addition and/or removal of oil  
 -Perform Hypot testing  
 Lot Description -Perform Mega-ohm testing  
 -Relay and Circuit Breaker testing  
 -Substations, maintenance and repair

	Business Hours	After Hours	Weekends/Holidays
Journeyman Electrician			

Delivery Location Maricopa County  
No Location Specified

Qty 1

Description  
 Journeyman Electrician

Item 10060-S-1-06 - Group 1 Services: Apprentice

Transformers:  
 -Addition and/or removal of oil  
 -Perform Hypot testing  
 Lot Description -Perform Mega-ohm testing  
 -Relay and Circuit Breaker testing  
 -Substations, maintenance and repair

	Business Hours	After Hours	Weekends/Holidays
Apprentice			

Delivery Location Maricopa County  
No Location Specified

Qty 1

Description  
 Apprentice

Item 10060-S-1-07 - Group 1 Services: Groundman

Transformers:  
 -Addition and/or removal of oil  
 -Perform Hypot testing  
 Lot Description -Perform Mega-ohm testing  
 -Relay and Circuit Breaker testing  
 -Substations, maintenance and repair

	Business Hours	After Hours	Weekends/Holidays
Groundman			

Delivery Location Maricopa County  
No Location Specified

Qty 1

Description  
 Groundman

Item 10060-S-2-01 - Group 2 Services: General Foreman

-Underground and overhead cables repair and maintenance  
 -Pole testing  
 -Hardware and ground wire tightening  
 -Pole and hardware change-out  
 Lot Description -Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors)  
 -Down guy/anchor repair and replacement  
 -Switching and grounding  
 -Utility notification and coordination as necessary  
 -Manhole entry, cleaning, repair, and manhole (underground) cable work  
 -Distribution panels, repair, inspection, cleaning, and testing

	Business Hours	After Hours	Weekends/Holidays
General Foreman			

Delivery Location Maricopa County  
No Location Specified

Qty 1

Description  
 General Foreman

Item 10060-S-2-02 - Group 2 Services: Foreman

-Underground and overhead cables repair and maintenance  
 -Pole testing  
 -Hardware and ground wire tightening  
 -Pole and hardware change-out  
 Lot Description -Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors)  
 -Down guy/anchor repair and replacement  
 -Switching and grounding  
 -Utility notification and coordination as necessary  
 -Manhole entry, cleaning, repair, and manhole (underground) cable work  
 -Distribution panels, repair, inspection, cleaning, and testing

	Business Hours	After Hours	Weekends/Holidays
Foreman			

Delivery Location Maricopa County  
No Location Specified

Qty 1

Description  
 Foreman

Item 10060-S-2-03 - Group 2 Services: Lineman

-Underground and overhead cables repair and maintenance  
 -Pole testing  
 -Hardware and ground wire tightening

- Lot Description
- Pole and hardware change-out
  - Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors)
  - Down guy/anchor repair and replacement
  - Switching and grounding
  - Utility notification and coordination as necessary
  - Manhole entry, cleaning, repair, and manhole (underground) cable work
  - Distribution panels, repair, inspection, cleaning, and testing

	Business Hours	After Hours	Weekends/Holidays
Lineman			

Delivery Location Maricopa County  
No Location Specified

Qty 1

Description  
 Lineman

- Item 10060-S-2-04 - Group 2 Services: Cable Splicer
- Underground and overhead cables repair and maintenance
  - Pole testing
  - Hardware and ground wire tightening
  - Pole and hardware change-out
  - Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors)
  - Down guy/anchor repair and replacement
  - Switching and grounding
  - Utility notification and coordination as necessary
  - Manhole entry, cleaning, repair, and manhole (underground) cable work
  - Distribution panels, repair, inspection, cleaning, and testing
- Lot Description

	Business Hours	After Hours	Weekends/Holidays
Cable Splicer			

Delivery Location Maricopa County  
No Location Specified

Qty 1

Description  
 Cable Splicer

- Item 10060-S-2-05 - Group 2 Services: Journeyman Electrician
- Underground and overhead cables repair and maintenance
  - Pole testing
  - Hardware and ground wire tightening
  - Pole and hardware change-out
  - Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors)
  - Down guy/anchor repair and replacement
  - Switching and grounding
  - Utility notification and coordination as necessary
  - Manhole entry, cleaning, repair, and manhole (underground) cable work
  - Distribution panels, repair, inspection, cleaning, and testing
- Lot Description

	Business Hours	After Hours	Weekends/Holidays
Journeyman Electrician			

Delivery Location Maricopa County  
No Location Specified

Qty 1

Description  
Journeyman Electrician

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Item 10060-S-2-06 - Group 2 Services: Apprentice

Lot Description

- Underground and overhead cables repair and maintenance
- Pole testing
- Hardware and ground wire tightening
- Pole and hardware change-out
- Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors)
- Down guy/anchor repair and replacement
- Switching and grounding
- Utility notification and coordination as necessary
- Manhole entry, cleaning, repair, and manhole (underground) cable work
- Distribution panels, repair, inspection, cleaning, and testing

	Business Hours	After Hours	Weekends/Holidays
Apprentice			

Delivery Location Maricopa County  
No Location Specified

Qty 1

Description  
Apprentice

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Item 10060-S-2-07 - Group 2 Services: Groundman

Lot Description

- Underground and overhead cables repair and maintenance
- Pole testing
- Hardware and ground wire tightening
- Pole and hardware change-out
- Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors)
- Down guy/anchor repair and replacement
- Switching and grounding
- Utility notification and coordination as necessary
- Manhole entry, cleaning, repair, and manhole (underground) cable work
- Distribution panels, repair, inspection, cleaning, and testing

	Business Hours	After Hours	Weekends/Holidays
Groundman			

Delivery Location Maricopa County  
No Location Specified

Qty 1

Description  
Groundman

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Item 10060-S-3-01 - Materials : Materials, parts, components, cost plus %

Lot Description Materials

Quantity 1 each

Percentage



Delivery Location      Maricopa County  
                                 No Location Specified

Qty 1

Description  
Materials, parts, components, cost plus %

**ATTACHMENT A- PRICING**

RESPONDENT NAME:

ADDRESS:

P.O. ADDRESS:

TELEPHONE NUMBER:

FACSIMILE NUMBER:

WEB SITE:

 REPRESENTATIVE:  
 REPRESENTATIVE E-  
 MAIL:

  


 WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE  
 FROM THIS CONTRACT:

YES	NO	REBATE
-----	----	--------

€	€	
---	---	--

 WILL ACCEPT PROCUREMENT CARD FOR  
 PAYMENT:

€	€	
---	---	--

 WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING  
 PROCUREMENT CARD:

 (Payment shall be made within 48 hours of utilizing the Purchasing  
 Card)

€	€	% <input type="text"/>
---	---	------------------------

 FUEL  
 COMPRISES

 % OF TOTAL BID AMOUNT. (If  
 Applicable)

 PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE  
 FOLLOWING.  
 PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.  
 FAILURE TO  
 CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30  
 DAYS.

 € NET 10 DAYS  
 € NET 15 DAYS  
 € NET 20 DAYS  
 € NET 30 DAYS

 € NET 45 DAYS  
 € NET 60 DAYS  
 € NET 90 DAYS  
 € 2% 10 DAYS NET 30 DAYS

 € 1% 10 DAYS NET 30 DAYS  
 € 2% 30 DAYS NET 31 DAYS  
 € 1% 30 DAYS NET 31 DAYS  
 € 5% 30 DAYS NET 31 DAYS

10060-S

**ATTACHMENT B****AGREEMENT PAGE**

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent further agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

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☐ Small Business Enterprise (SBE)

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<input type="text"/>	<input type="text"/>	<input type="text"/>
RESPONDENT (FIRM) SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER	DUNS #
<input type="text"/>		<input type="text"/>
PRINTED NAME AND TITLE		AUTHORIZED SIGNATURE
<input type="text"/>		<input type="text"/>
ADDRESS		TELEPHONE
<input type="text"/>	<input type="text"/>	<input type="text"/>
CITY	STATE	FAX #
<input type="text"/>	<input type="text"/>	<input type="text"/>
WEB SITE	ZIP	DATE
<input type="text"/>	<input type="text"/>	
	EMAIL ADDRESS	

**MARICOPA COUNTY, ARIZONA**

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DIRECTOR, MATERIALS MANAGEMENT

---

DATE

---

CHAIRMAN, BOARD OF SUPERVISORS

---

DATE**ATTESTED:**

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

\_\_\_\_\_  
LEGAL COUNSEL

\_\_\_\_\_  
DATE

10060-S

**ATTACHMENT C****RESPONDENT REFERENCES****RESPONDENT SUBMITTING BID:** 

1.           COMPANY NAME:   
              ADDRESS:   
              CONTACT PERSON:   
TELEPHONE:  E-MAIL ADDRESS:

2.           COMPANY NAME:   
              ADDRESS:   
              CONTACT PERSON:   
TELEPHONE:  E-MAIL ADDRESS:

3.           COMPANY NAME:   
              ADDRESS:   
              CONTACT PERSON:   
TELEPHONE:  E-MAIL ADDRESS:

4.           COMPANY NAME:

ADDRESS:   
CONTACT PERSON:   
TELEPHONE:  E-MAIL ADDRESS:

5. COMPANY NAME:   
ADDRESS:   
CONTACT PERSON:   
TELEPHONE:  E-MAIL ADDRESS:

10060-S

## ATTACHMENT D

SOLE PROPRIETOR WAIVER

MARICOPA COUNTY RISK MANAGEMENT  
222 North Central Avenue, Suite 1110  
Phoenix, Arizona 85004

SOLE PROPRIETOR WAIVER

**NOTE: THIS FORM APPLIES ONLY TO MARICOPA COUNTY DEPARTMENTS, DISTRICTS, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.**

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as  (name of Sole Proprietor's Business). I am performing work as an independent contractor for Maricopa County. For Workers' Compensation purposes, therefore, I am not entitled to Workers' Compensation benefits from Maricopa County.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Sole Proprietor	Social Security Number	Telephone Number
<input type="text"/>	<input type="text"/>	<input type="text"/>
Street Address / P.O. Box	City	State      Zip Code
<input type="text"/>		<input type="text"/>
Signature of Sole Proprietor		Date

**Maricopa County Materials Management Department**

<input type="text"/>	<input type="text"/>
Signature of Procurement Officer	Date

Both signatures must be present and the completed form submitted by the Procurement Officer to Maricopa County Risk Management, 222 North Central Avenue, Suite 1110, Phoenix, Az 85004. An authorized Risk Management Representative will sign and return to the Maricopa County Materials Management Department to be maintained in their records.

<input type="text"/>	<input type="text"/>
Signature of Risk Management Representative	Date

**ADDENDUM #1 (DTD 08/05/10) SEE CHANGES TO SECTIONS 1.0 (GROUP 1), 2.3, 4.5.5 AND DELETION OF CERTAIN PRICING ITEMS**



## **NOTICE OF SOLICITATION**

**SERIAL 10060-S**

**INVITATION FOR BID FOR: HIGH VOLTAGE ELECTRICAL SERVICES**

Notice is hereby given that Maricopa County is conducting this invitation for bids, electronically through an outside agent, BidSync.com, until **2:00 P.M./M.S.T. on AUGUST 17<sup>TH</sup> 2010** for **SERIAL#10060-S INVITATION FOR BID FOR HIGH VOLTAGE ELECTRICAL SERVICES** for Maricopa County.

To participate in this bidding process, vendors shall register through BidSync.com. To register with BidSync, please go to [www.BidSync.com](http://www.BidSync.com) and click on the orange 'Register' link. Registration has no cost, and will allow you to access all of the bid information, bid documents, receive bid notifications, and submit a response. **ONLY RESPONSES THAT ARE SUBMITTED THROUGH BIDSINC.COM WILL BE REVIEWED.**

For assistance, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or [agency-support@BidSync.com](mailto:agency-support@BidSync.com)

All responses shall be submitted **electronically** to BidSync.com prior to the bid closing. The bid will be listed under **"10060-S INVITATION FOR BID FOR HIGH VOLTAGE ELECTRICAL SERVICES."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Invitation for Bid must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

**ALL ADMINISTRATIVE INFORMATION CONCERNING THIS INVITATION FOR BID CAN BE LOCATED AT <http://www.maricopa.gov/materials> "Develop Bids".**

**ANY ADDENDA TO THIS INVITATION FOR BID WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER. THIS INFORMATION WILL ALSO BE POSTED ONLINE AT [WWW.BIDSINC.COM](http://WWW.BIDSINC.COM).**

**FAILURE TO REVIEW ANY ADDENDA DOES NOT NEGATE YOUR INITIAL OFFER AND HOLDS THE RESPONDENT RESPONSIBLE FOR ANY CHANGES PRIOR TO BID CLOSING.**

**DIRECT ALL INQUIRIES TO:**

CHARLES HINEGARDNER  
PROCUREMENT OFFICER  
TELEPHONE: (602) 506-6476  
EMAIL: [hinegardnerc@mail.maricopa.gov](mailto:hinegardnerc@mail.maricopa.gov)

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT 2:00 PM ON AUGUST 3<sup>RD</sup> 2010 AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT FREEDOM ROOM, 401 WEST JEFFERSON STREET, PHOENIX, ARIZONA 85003**

**NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:**

**<http://www.maricopa.gov/materials/advbd/advbd.asp>**



**SERIAL 10060-S**

## **TABLE OF CONTENTS**

NOTICE OF SOLICITATION

TABLE OF CONTENTS

**SECTIONS:**

1.0	INTENT
2.0	SPECIFICATIONS
3.0	CONTRACTUAL TERMS & CONDITIONS
4.0	INSTRUCTIONS TO RESPONDENTS (This Section will not remain as part of any resultant contract)

**ATTACHMENTS:**

ATTACHMENT A	PRICING
ATTACHMENT B	AGREEMENT PAGE
ATTACHMENT C	REFERENCES
ATTACHMENT D	SOLE PROPRIETOR WAIVER

**EXHIBITS:**

EXHIBIT 1	VENDOR REGISTRATION PROCEDURES AND SMALL BUSINESS PROGRAM
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**SERIAL 10060-S****INVITATION FOR BID FOR: HIGH VOLTAGE ELECTRICAL SERVICES****1.0 INTENT:**

The intent of this Invitation For Bids is to source responsive/responsible contractor(s) to provide high voltage electrical distribution service. The successful contractor(s) must have the ability to work on overhead/underground wires, substations, transformers, and related equipment while energized on an as needed basis. Maricopa County reserves the right to add contractors to this contract throughout its term as required to ensure adequate competition.

The following high voltage repairs and services are listed as a minimum, but not limited to, and any Contractor considering bidding must have the licenses, tools, equipment, materials, and technical ability to perform such. These services are divided into two (2) groups:

**GROUP 1**

Transformers:

Addition and/or removal of oil

Perform double test\*\*

Perform Turn To Ratio test (TTR)\*\*

Oil analysis/testing\*\*

Perform Hypot testing

Perform Mega-ohm testing

On-site gasket fabrication\*\*

Relay and Circuit Breaker testing

Switchgear repair/replacement/testing\*\*

Substations, maintenance and repair

**GROUP 2**

Underground and overhead cables repair and maintenance

Pole testing

Hardware and ground wire tightening

Pole and hardware change-out

Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors)

Down guy/anchor repair and replacement

Switching and grounding

Utility notification and coordination as necessary

Manhole entry, cleaning, repair, and manhole (underground) cable work

Distribution panels, repair, inspection, cleaning, and testing

**\*\*It is understood some of the services listed above cannot be performed by all high voltage service contractors, and therefore shall be subcontracted to a contractor specializing in that field (~~See Attachment A, PRICING for clarification~~).**

**Subcontracting for work not related directly to electrical distribution repairs and maintenance is allowed with a mark-up not to exceed five percent (5%).**

**2.0 TECHNICAL SPECIFICATIONS**

2.1 High voltage shall be defined as 600V+/- to a maximum 13kV for all County facilities. There are no voltage minimums/maximums for transformers.

2.2 Each contractor assigned to this contract shall have the capability of repairing overhead/underground high voltage electrical transmission lines, substations, and transformers, generators while energized. This may not occur on a regular basis, however this requirement is essential should the need arise.

2.3 **All testing shall be performed by NETA or NICET certified technicians.**

Each of the Groups listed above is listed in Attachment A, PRICING.

**SERIAL 10060-S**

- 2.4 Contractor shall provide all equipment, tools, labor, supervision, materials, transportation, and all effort necessary to carry out the specifications herein.
- 2.5 Service shall be made available to the County 365 days per year.
- 2.6 The labor rates bid shall include all direct labor and burden, equipment, small tools, common expendables and sales tax. Labor rates shall be divided into the following categories:

*REGULAR SERVICE* shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

*AFTER HOURS* shall be work performed after 6:00 PM and before 6:00 AM the next morning.

*WEEKENDS & HOLIDAYS* shall be work performed Saturday, Sunday, or during any County holiday.

Response time for a requested service call shall be four (4) hours (on-site) after Contractor receives request from FMD for *REGULAR SERVICE*, and four (4) hour response on-site for calls *AFTER HOURS*. There shall also be a two (2) hour on-site response for any call during *REGULAR* or *AFTER HOURS*, if requested as an EMERGENCY.

- 2.7 Subcontracting for work not related directly to electrical distribution repairs and maintenance is allowed with a mark-up not to exceed five percent (5%).
- 2.8 Equipment that must be rented from another source, or equipment that the contractor owns, will be considered as additional cost and used in the electrical industry for the performance of normal electrical services, such as, but not limited to:

Backhoes  
Jackhammers  
Concrete cutters  
Excavators  
Chain hoists  
Crane  
Air compressor  
Portable transformers/generators

These items shall be allowed an administrative mark-up cost not to exceed five percent (5%).

- 2.9 Due to the 24/7 nature of County operations (health centers, detention centers, court complexes, etc.), response time for a requested repair service call shall be within two (2) to four (4) hours (on-site) after Contractor receives request from FMD. Project work shall be scheduled.
- 2.10 The Contractor shall be responsible for sourcing all electrical parts/components/fixtures necessary in the repair/replacement of high voltage distribution systems. Exceptions are, if in the best interest of the County, to utilize its own electrical commodity contracts to source said supplies.
- 2.11 PROJECT WORK AND TIME & MATERIALS:

2.11.1 Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as "all inclusive" as opposed to time and materials. Each of the contractors assigned to this contract shall be provided a request for project quote containing a detailed Scope of Work. As such, each contractor shall submit a response, with award granted to the lowest quote for the project. Contractors are not to submit their own project quote sheets (exceptions: if the contractor's quote sheet has no terms and conditions and no provisions for a signature from the County). If the Contractor's quote sheet contains any of the aforementioned, only County letterhead quote sheets will be acceptable. All terms and conditions are only those established

**SERIAL 10060-S**

under this agreement. All additional labor charges outside the Scope Of Work for projects are those labor rates established in Attachment A, PRICING.

- 2.11.2 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work. If project work, do not itemize labor and materials. ALL CONSTRUCTION TAXES SHALL BE A COMPONENT OF THE TOTAL PROJECT COST AND NOT A SEPARATE LINE ITEM.
- 2.11.3 The County's project quote sheet will contain the following information:
- The contract serial number and name;
  - Name and address of site;
  - FMD site ID number;
  - Detailed scope of work,
  - Other information relative to the SOW,
  - Project cost line item,
  - Check box for "will quote" or "will not quote" the project,
  - Deadlines for quote delivery,
  - Signature line for both the County and the Contractor
- 2.11.4 After a site review of the project, all contractors listed under this contract must submit the project quote sheet back to the County within the specified time frame, either with acceptance and a firm price; or decline with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the Materials Management Department and FMD to discuss consideration for default of contract as this is indicative of the Contractor's desire not to do business with the County.
- 2.11.5 The submitted project price quote is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment. ALL contractors are to have an equal opportunity to quote on project work.
- 2.11.6 Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified mandatory site meeting may be held to ensure all contractors are aware of important issues regarding the project. Mandatory site meetings will require a sign-in sheet. Contractors who do not show-up to a mandatory site meeting and who submit a project quote will be considered "non-responsive".
- 2.11.7 Contractors shall be compensated for additional work requested by the County that is not detailed in the scope via the labor rates bid in Attachment A, PRICING.
- 2.11.8 This contract may also be used for time and materials work (under \$5,000) and priced per hour as bid in the pricing section. The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is firm fixed. Exceeding this amount requires written approval from the County.
- 2.11.9 Each bidder shall be ranked as first call, second call, third call, and so on for time and materials. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the vendor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a

**SERIAL 10060-S**

vendor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

**2.12 EMPLOYEES OF THE CONTRACTOR:**

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County its buildings or complexes. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor or authorized subcontractor.

**2.13 REMOVAL OF CONTRACTOR'S EMPLOYEES:**

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the best interest of Maricopa County.

**2.14 INVOICING:**

After completion of services, the Contractor shall submit an invoice to the County:

All invoicing for Time and Materials shall include:

- Purchase order number or P-card notation;
- Terms as bid;
- Contract serial number;
- Job site name and address, with FMD site number;
- Description of work performed;
- Total labor hours;
- Labor rate as bid;
- Itemized parts;
- Tax on parts only;
- Total

Rented equipment charges (must attach invoice from rental firm). The contractor shall not add additional sales tax other than what the rental firm has posted. If rented equipment requires a supply of fuel, the cost of fuel is allowed but only at the prevailing rates.

Tax on parts/materials only;

All invoicing for Project work shall include:

- Purchase order number or P-card notation;
- Terms as bid;
- Contract serial number;
- Job site name and address, with FMD site number;
- Project description,
- Project cost,
- Change order cost (if applicable)
- If change orders have been implemented – must be separately line-itemed priced,
- Grand total of invoice.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

**2.15 TAX:**

Taxes shall be imposed on materials purchased by the County. No tax shall be levied against labor (except as noted). Bid pricing to include all labor, overhead, tools and equipment used, profit, and

**SERIAL 10060-S**

any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

**2.16 CONTRACTOR REQUIREMENTS:**

2.16.1 The contractors(s) assigned to this contract shall have the following as minimum requirements of this bid. Contractor shall provide proof of each with your bid package:

- (a) State of Arizona, Registrar of Contractors license for electrical and transmission lines A-17. (Utility companies are exempt from licensing requirement).
- (b) The Contractor must have been in the high voltage repair business a minimum five (5) consecutive years, and completely familiar with the specified requirements and methods needed for proper performance of this contract.
- (c) Employees of the Contractor assigned to working on energized distribution equipment must have on staff electrical journeymen technicians who have completed a State of Arizona approved electrical lineman apprenticeship program or equivalent. Provide on your letterhead a statement to that effect.

A minimum of three (3) fully stocked service trucks utilized in the high voltage business. The Contractor's service truck fleet shall carry sufficient supply of test equipment, tools, materials, and parts etc., needed to perform high voltage electrical power services.

- (d) Due to the nature of overhead electrical work, it shall be a requirement that the contractor assigned to this contract have ownership of at least one (1) bucket truck of sufficient size, reaching a minimum of thirty-five (35) feet, which is reliable and maintained on a regular basis.
- (e) Submit existing safety histories including violations or lost time accidents for the past five (5) years.

These requirements shall be verified after bid submittals and prior to award via the due diligence process of the Facilities Management Department.

**2.17 SPECIAL CONTRACTOR REQUIREMENTS:**

2.17.1 A background check will be a requirement for all employees of Contractor's staff providing services to the County. This option shall allow the Contractor to access areas within the County such as detention facilities, court buildings, and other restricted areas. The cost of this service shall be incurred by the County.

2.17.2 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.

2.17.3 The Contractor shall make necessary repairs in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

2.17.4 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one day to correct the work. Labor for all re-work will be at no cost to the County.

**SERIAL 10060-S****2.18 DELIVERY:**

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**2.18 DISPOSAL OF CONTAMINATED TRANSFORMER OILS:**

Contractor shall follow all EPA regulations and ordinances regarding the disposal of contaminated oils from transformers. The disposal process shall involve the contractor and a certified EPA disposal firm specializing in such activities. The cost of this service shall be billed back to the County with a not-to-exceed 5% markup. The disposal firm's invoice shall accompany the Contractor's invoice along with the disposal manifest.

**2.19 COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS**

2.19.1 All work must comply with EPA, OSHA, and any local regulations in effect at each service occurrence.

2.19.2 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments.

2.19.3 If the Contractor is found to be not in compliance with said Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the Contractor may be placed on suspension until such non-compliant issues are rectified to the satisfaction of the Facilities Management Department.

**3.0 CONTRACTUAL TERMS & CONDITIONS:****3.1 CONTRACT TERM:**

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a Three (3) year term.

**3.2 OPTION TO RENEW:**

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

**3.3 PRICE ADJUSTMENTS:**

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

**3.4 INDEMNIFICATION:**

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors,

**SERIAL 10060-S**

omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 **INSURANCE:**

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 **Commercial General Liability:**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.



**SERIAL 10060-S****3.5.8 Automobile Liability:**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

**3.5.9 Workers' Compensation:**

3.5.9.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.5.9.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

**3.5.10 Certificates of Insurance.**

3.5.10.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.10.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.10.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

**3.5.11 Cancellation and Expiration Notice.**

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

**3.6 PROCUREMENT CARD ORDERING CAPABILITY:**

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

**3.7 INTERNET ORDERING CAPABILITY:**

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

**SERIAL 10060-S****3.8 ORDERING AUTHORITY.**

- 3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).
- 3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.
- 3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

**3.9 REQUIREMENTS CONTRACT:**

- 3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 3.9.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**3.11 TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

**SERIAL 10060-S****3.12 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**3.14 OFFSET FOR DAMAGES;**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

**3.15 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

**3.16 SUBCONTRACTING:**

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**3.17 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

**SERIAL 10060-S****3.18 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

**3.19 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

**3.20 AUDIT DISALLOWANCES:**

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**3.21 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

**3.22 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance there under.

**3.23 RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

**3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

3.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

**SERIAL 10060-S**

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.25 **ALTERNATIVE DISPUTE RESOLUTION:**

3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.25.1.1 Render a decision;

3.25.1.2 Notify the parties that the exhibits are available for retrieval; and

3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.25.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.26 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

3.26.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall

**SERIAL 10060-S**

furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

- 3.26.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 1.1.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

- 3.27.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
- 3.27.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.28 CONTRACTOR LICENSE REQUIREMENT:

- 3.28.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.
- 3.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

**SERIAL 10060-S****4.0 INSTRUCTIONS TO RESPONDENTS: (Please note that this Section does not become part of any resultant contract.)****4.1 INQUIRIES AND NOTICES:**

All inquiries concerning information herein shall be addressed to:

Maricopa County  
Materials Management Department  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003

**OR:**

BidSync.com under the “Questions and Answers” link.

Administrative telephone inquiries shall be addressed to:

Charles Hinegardner, Procurement Officer, 602.506.6476  
([hinegardnerc@mail.maricopa.gov](mailto:hinegardnerc@mail.maricopa.gov))

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

**4.2 EVALUATION CRITERIA.**

4.2.1 The evaluation of bids shall be based on, but will not be limited to, the following:

4.2.1.1 Compliance with specifications.

4.2.1.2 Price.

4.2.1.3 Determination of responsibility.

4.2.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County’s best interest.

**4.3 SUBMISSION PRICE CLARITY.**

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

**4.4 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.**

Responses shall be submitted **electronically** to BidSync.com prior to the bid closing.

4.4.1 Attachments A, B, and C shall be submitted via webform available at BidSync.com

4.4.1.1 Attachment A (PRICING)- Webform

4.4.1.2 Attachment B (AGREEMENT) - Webform

4.4.1.3 Attachment C (REFERENCES) - Webform

4.4.1.4 Other documents as required (Refer to section 2.15)

**SERIAL 10060-S**

4.4.2 Bids must be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the bid closing date.

4.5 **RESPONDENT REVIEW OF DOCUMENTS.**

The Respondent must review its Bid submission to assure the following requirements are met.

4.5.1 **Mandatory:** Bid is submitted as required in Section 4.4 above.

4.5.2 **Mandatory:** Attachment "A", Pricing is attached;

4.5.3 **Mandatory:** Attachment "B", Agreement is attached; and

4.5.4 **Mandatory:** Attachment "C", References is attached.

4.5.5 Other documents as required (Refer to section ~~2.15~~ **2.16**)

4.6 **POST AWARD MEETING:**

The Contractor shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION PRIOR TO SUBMITTING A BID. FOR THIS INFORMATION, GO TO:**

**[www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp](http://www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp)**



**SERIAL 10060-S**

**ATTACHMENT A**

**PRICING**

SEE BIDSYNC.COM WEBFORM “ATTACHMENT A”

**SERIAL 10060-S**

**ATTACHMENT B**

**AGREEMENT PAGE**

SEE BIDSYNC.COM WEBFORM "ATTACHMENT B"

**SERIAL 10060-S**

**ATTACHMENT C**

**REFERENCES**

SEE BIDSYNC.COM WEBFORM “ATTACHMENT C”

**SERIAL 10060-S**

**ATTACHMENT D**

**SOLE PROPRIETOR WAIVER**

SEE BIDSYNC.COM WEBFORM “ATTACHMENT D”

**SERIAL 10060-S****EXHIBIT 1**

**VENDOR REGISTRATION PROCEDURES**  
**AND**  
**SMALL BUSINESS PROGRAM**

BidSync.com Registration is FREE and REQUIRED for all vendors.

Register On-line at  
[https://www.bidsync.com/SupplierRegister?ac=register&preselected\\_plan=free&](https://www.bidsync.com/SupplierRegister?ac=register&preselected_plan=free&)

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

For assistance, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or [agency support@BidSync.com](mailto:agency support@BidSync.com)

**SMALL BUSINESS PROGRAM**

**(MCB/Z)**

"It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process for consideration to fulfill the requirements for various commodities and services.

Maricopa County's small business program specifically targets procurements of \$50,000 and less. However, Maricopa County encourages small business enterprises to submit responses to available solicitations for consideration.

Maricopa County's small business policy can be found on the Materials Management website at <http://www.maricopa.gov/materials/help/sbe.asp>."

## Question and Answers for Bid #10060-S - HIGH VOLTAGE ELECTRICAL SERVICES

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.